

REMARKS

This Response is submitted in reply to the Office Action dated March 9, 2004. Claims 1, 8, 11 and 13 to 18 and 21 have been amended. Claim 19 has been cancelled without prejudice or disclaimer. The specification has also been amended. No new matter has been added through these amendments. A Supplemental Information Disclosure Statement is submitted herewith.

A check in the amount of \$180.00 is submitted herewith to cover the cost of the Supplemental Information Disclosure Statement. Please charge deposit account number 02-1818 for any insufficiency of payment or credit for any overpayment.

The Office Action rejected Claims 1 to 21 under 35 U.S.C. §102(e) as being anticipated by Webb et al.

Webb relates to a gaming device having an offer and acceptance game with at least one terminator and at least one anti-terminator. In one embodiment, a player is provided a plurality of opportunities to pick a plurality of selections. An offer, a terminator or an anti-terminator is associated with each selection. The player picks one of the selections to reveal either an offer, a terminator or an anti-terminator. If an offer is revealed (and the offer is not the last available offer), the gaming device enables the player to accept or reject the offer. If the player accepts the offer (or the offer is the last available offer), the player obtains the revealed offer and the game ends. If the player rejects the offer and has at least one opportunity remaining to pick an additional selection, the gaming device enables the player to pick another selection. If a terminator is revealed, the game ends. If an anti-terminator is revealed, the player retains the anti-terminator and picks another selection. If the player subsequently picks a selection that is associated with a terminator, the retained anti-terminator nullifies the game ending effect of the terminator. The game continues until the player accepts an offer, the player has no remaining opportunities to pick another selection or a terminator is revealed (with no retained anti-terminator).

Amended independent Claim 1 is directed to a gaming device having a game including a plurality of values, a plurality of player selectable masked selections, a display device and a processor adapted to communicate with the display device. The

processor and the display device adapted to: (a) associate the values with the selections, (b) enable a player to select one of the selections, (c) reveal the value associated with the selected selection to the player, (d) enable the player to accept or reject the revealed value, and (e) repeat steps (a) to (d) at least once if the player rejects the revealed value, wherein if the player rejects the revealed value, the revealed value is reassociated with one of the masked selections for at least one subsequent selection.

Webb does not disclose enabling the player to reselect a previously revealed value with a subsequent selection. Webb discloses that a previously picked selection and its revealed offer remain revealed for subsequent selections (col. 9, lines 10 to 14). On the other hand, as discussed during the interview, unlike Webb, in the gaming device of amended independent Claim 1, if the player rejects the revealed offer, the revealed value is reassociated with one of the masked selections for at least one subsequent selection. Accordingly, Applicants respectfully submit that amended independent Claim 1 is patentably distinguished over Webb and in condition for allowance.

Claims 2 to 10 depend directly or indirectly from amended independent Claim 1 and are also allowable for the reasons given with respect to Claim 1, and because of the additional features recited in this claim.

Similar to amended independent Claim 1, independent Claim 18 has been amended to clarify that if the player rejects the revealed value, the revealed value is reassociated with one of the selections for at least one subsequent selection. As described above, Webb does not disclose that if the player rejects the revealed value, the revealed value is reassociated with one of the selections for at least one subsequent selection. Accordingly, for the reasons given with respect to amended independent Claim 1, Applicants respectfully submits that independent Claim 18 and dependent Claim 20 are patentably distinguished over Webb and in condition for allowance.

Amended independent Claim 11 is directed to a gaming device having a game including a plurality of values wherein each of the values is greater than zero, a plurality of player selectable selections, a display device and a processor. The processor

communicates with the display device, associates the values with the selections wherein each selection is associated with one of the values, displays to a player the association between at least one of the values associated with one of the selections and the selection, causes the display device to display a rearrangement of the selectable selections wherein after the rearrangement of the selectable selections on the display, each selection remains associated with the previously associated value, enables the player to select one of the selections, and provides the player the value associated with the selected selection.

The Office Action stated that Webb teaches the random determination of an offer with a selection prior to each selection by the player and the display of the value associated with a selection after a selection is made. The Office Action interpreted that this constitutes the shuffling of selections resultant of the display of at least one of the values associated with a selection. Applicants respectfully disagree with this rejection because, unlike the gaming device of amended independent Claim 11, there is no shuffling of the selectable selections displayed in Webb. For clarity, Applicants have replaced the term "shuffling" with the term "rearrangement" and clarified that "after the rearrangement of the selectable selections on the display, each selection remains associated with the previously associated value." Unlike the gaming device of amended independent Claim 11, Webb does not disclose displaying a rearrangement of the selectable selections wherein after the rearrangement, each selection remains associated with the previously associated value. Accordingly, as discussed during the interview, Applicants respectfully submit that amended Claim 11 is patentably distinguished over Webb and in condition for allowance.

Claims 12 to 17 depend directly or indirectly from amended independent Claim 11 and are also allowable for the reasons given with respect to Claim 11, and because of the additional features recited in this claim.

Similar to amended independent Claim 11, independent Claim 21 has been amended to clarify that after the rearrangement, each selection remains associated with the previously associated value. As described above, Webb does not disclose displaying a rearrangement of the selectable selections wherein after the

rearrangement, each selection remains associated with the previously associated value. Accordingly, for the reasons given with respect to amended independent Claim 11, Applicants respectfully submits that independent Claim 21 is patentably distinguished over Webb and in condition for allowance.

The Office Action rejected Claims 11 to 17 and 21 under 35 U.S.C. §103(a) as being obvious over Webb et al. As discussed during the interview and indicated in the Office Action, this rejection may be overcome by showing that the subject matter of Webb and the claimed invention were, at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person. Accordingly, Applicants respectfully submit that Webb is not prior art under 35 U.S.C. § 103(c) because at the time the present invention was conceived, the subject matter of Webb and the present invention were both subject to an obligation of assignment to IGT, a Nevada corporation.


The present application is assigned to IGT. The assignment from Andrea Hughs-Baird and Brian D. Swift to IGT was recorded February 28, 2002. A copy of the Notice of Recordation and the recorded assignment to IGT for the present application are enclosed herewith. Webb is also assigned to IGT. The assignment from Bayard S. Webb, Anthony J. Baerlocher and Gregg J. Palmer to IGT was recorded August 31, 2001. A copy of the Notice of Recordation and the recorded assignment to IGT for Webb are enclosed herewith. Accordingly, Applicants respectfully submit that under § 103(c), Webb is not prior art to the present invention, the rejections under 35 U.S.C. §103(a) have been overcome and Claims 11 to 17 and 21 are in condition for allowance.

An earnest endeavor has been made to place this application in condition for allowance and is courteously solicited. If the Examiner has any questions related to this Response, Applicants respectfully request that the Examiner contact the undersigned to discuss this Response.

Respectfully submitted,

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